

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

NO. C12-1179 RSM

REAL PROPERTY LOCATED AT 32203  
8TH AVENUE SOUTH, FEDERAL WAY,  
WASHINGTON, KING COUNTY PARCEL  
NUMBER 1502410040, TOGETHER WITH  
THEIR BUILDINGS, IMPROVEMENTS,  
APPURTENANCES, FIXTURES,  
ATTACHMENTS AND EASEMENTS; and

STIPULATED SETTLEMENT  
AGREEMENT

REAL PROPERTY LOCATED 12297  
MARINE VIEW DRIVE SW, BURIEEN,  
WASHINGTON KING COUNTY PARCEL  
NUMBER 7784400150, TOGETHER WITH  
THEIR BUILDINGS, IMPROVEMENTS,  
APPURTENANCES, FIXTURES,  
ATTACHMENTS AND EASEMENTS;

Defendants.

1 IT IS HEREBY STIPULATED by and between Plaintiff United States of America, by  
2 and through Assistant United States Attorney Richard E. Cohen, and Claimants Byung Yim and  
3 Suh Sue Yim, by and through their counsel, Brian L. Parker, to the settlement of the above-  
4 captioned action according to the following terms:

5 1. The United States agrees to dismiss the civil forfeiture action against the real  
6 property located at 32203 8th Avenue South, Federal Way, Washington, King County parcel  
7 number 1502410040, together with its buildings, improvements, appurtenances, fixtures,  
8 attachments and easements, more particularly described as:

9 Lot 4, Century Div. No 2, according to plat recorded in Volume 91 of Plats at Page(s) 15,  
10 records of King County, Washington.

11 2. In consideration for the United States dismissing the civil forfeiture against the  
12 above-referenced real property located at 32202 8<sup>th</sup> Avenue South, Claimant Byung Yim agrees  
13 to relinquish his claim to the real property located at 12297 Marine View Drive SW, Burien,  
14 Washington, King County parcel number 7784400150, together with its buildings,  
15 improvements, appurtenances, fixtures, attachments and easements, more particularly described  
16 as:

17 LOT 21, BLOCK J, SHOREWOOD ADDITION NO. 3, ACCORDING TO THE PLAT  
18 THEREOF RECORDED IN VOLUME 41 OF PLATS, PAGE 15, RECORDS OF KING  
19 COUNTY, WASHINGTON

20 SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON;  
21 up to the sum of \$316,000 in United States funds.

1           3.       The parties agree that Claimant Byung Yim will pay the sum of \$316,000 in  
2 United States funds to the United States in lieu of final forfeiture of the real property located at  
3 12297 Marine View Drive SW, and fund such payment through the sale of the real property  
4 12297 Marine View Drive SW.

5           4.       The parties agree that Claimant Byung Yim will retain a local real estate agent  
6 based in the greater Seattle area to list and sell the defendant real property located at 12297  
7 Marine View Drive SW. The real estate agent with whom the defendant property will be listed  
8 will be chosen by Claimants, subject to approval of Plaintiff United States.

9           5.       Claimant Byung Yim agrees that he will list the real property located at 12297  
10 Marine View Drive SW for sale with the Multiple Listing Service ("MLS") within ninety (90)  
11 days of the approval of this settlement agreement. If the real property is not listed within this  
12 ninety (90) day period, Claimant Byung Yim agrees to a five percent (5%) interest rate per  
13 annum penalty, assessed on the \$316,000 payment to be made to the United States, beginning on  
14 day ninety-one (91) and ending at closing, upon payment to the United States.

15           6.       Claimant Byung Yim agrees that he will sell the real property located at 12297  
16 Marine View Drive SW within one hundred eighty (180) days from the approval of this  
17 settlement agreement. If Claimant Byung Yim has not accepted an offer within one hundred  
18 eighty (180) days, he agrees to a five percent (5%) interest rate per annum penalty, assessed on  
19 the \$316,000 payment to be made to the United States, beginning on day one hundred eighty one  
20 (181) and ending at closing, upon payment to the United States.

1           7.       Claimant Byung Yim agrees that if the sale of the real property located at 12297  
2 Marine View Drive SW has not closed within two hundred seventy (270) days from the approval  
3 of this settlement agreement, he agrees to a five percent (5%) interest rate per annum penalty,  
4 assessed on the \$316,000 payment to be made to the United States, beginning on day two  
5 hundred seventy one (271) and ending at closing, upon payment to the United States.

6           8.       Claimant Byung Yim agrees to maintain the real property during the pendency of  
7 sale, including the payments of property taxes, property insurance, and basic utilities and further  
8 agrees that he will not sell the real property located at 12297 Marine View Drive SW to Andrew  
9 Yim, Svetlana Yim, their agents, representatives, heirs, or any other individual acting on their  
10 behalf.

11           9.       If at any time Claimant Byung Yim is incapable of performing his duties as part  
12 of this agreement, Plaintiff United States shall become responsible for the preparation,  
13 maintenance and sale of the real property located at 12297 Marine View Drive SW. Any costs  
14 associated with the preparation, maintenance and sale of the real property pursuant to the terms  
15 and conditions of this paragraph, will be deducted from the net proceeds of sale by the United  
16 States.

17           10.      Plaintiff United States agrees to take all reasonable steps to assist in the  
18 completion of the sale of the real property located at 12297 Marine View Drive SW, including  
19 but not limited to filing with this Court, and recording with King County a Release of Lis  
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1 Pendens as to the real property located at 12297 Marine View Drive SW, immediately prior to  
2 the completion of the closing of said real property's sale.

3 11. Plaintiff United States further agrees that upon payment of the \$316,000 in United  
4 States funds from the sale of 12297 Marine View Drive SW, and any interest due upon the terms  
5 of this agreement, the United States will file with this Court and record with King County a  
6 Release of Lis Pendens as to the real property located at 32203 8<sup>th</sup> Avenue South, Federal Way,  
7 to which the United States is dismissing its action.

8 12. Plaintiff United States agrees that upon the completion and closing of the sale of  
9 the real property located at 12297 Marine View Drive SW, and within ten (10) days of the  
10 payment of \$316,000 in United States funds, plus any potential interest accrued pursuant to the  
11 terms of this agreement, Plaintiff United States will file a motion for final judgment of forfeiture  
12 as to the \$316,000 in United States funds with this Court.

13 13. The parties agree and stipulate that Claimant Byung Yim will have until  
14 September 30, 2014 to complete the closing on the sale of the real property located at 12297  
15 Marine View Drive SW. If the sale is not completed at this time, Claimant Byung Yim  
16 understands and agrees that the United States will take possession of and sell the real property  
17 located at 12297 Marine View Drive SW, retaining \$316,000 in United States funds, plus any  
18 accrued interest pursuant to the above terms, and remit any remaining surplus of the net sales  
19 proceeds, after costs of sale have been paid, to Claimant Byung Yim.  
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1           14.     The parties agree that upon the Court's approval, the trial date, currently set for  
2 December 2, 2013 is hereby stricken.

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6           15.     Each party agrees to bear its own costs and attorney's fees.

7           DATED this 13<sup>th</sup> day of May, 2013.

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9           DATED: 5/13/13

s/ Richard E. Cohen  
RICHARD E. COHEN  
Assistant United States Attorney  
700 Union Street, Suite 5220  
Seattle, WA 98101-1271  
(206) 553-2242; Fax (206) 553-6934  
E-Mail: [Richard.E.Cohen@usdoj.gov](mailto:Richard.E.Cohen@usdoj.gov)

10  
11  
12  
13           DATED: 5/13/13

s/ Brian L. Parker  
BRIAN L. PARKER  
Attorney for Claimants Byung Yim and Suh  
Sue Yim  
25845 164<sup>th</sup> Avenue SE  
Covington, WA 98042  
(253) 630-1657  
E-Mail: [Bplattorney@qwestoffice.net](mailto:Bplattorney@qwestoffice.net)

1 DATED: 5/13/13

s/ Byung Yim

BYUNG YIM

Claimant

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6 ORDER

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8 This Stipulated Settlement Agreement, including all of its terms and conditions, is  
9 hereby approved. The trial date currently set for December 2, 2013, and all related  
10 deadlines are hereby stricken, pending further Order of the Court.

11 DATED this 16<sup>th</sup> day of May 2013.

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14 RICARDO S. MARTINEZ

15 UNITED STATES DISTRICT JUDGE